

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Michael Mastro

(b) County of Residence of First Listed Plaintiff Philadelphia, PA
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Allan J. Aigeldinger, III, Esq, The Law Offices of Craig A. Altman, 19 S. 21st Street, Philadelphia, PA 19103, 215-569-4488

DEFENDANTS

Bath & Body Works, LLC, Bath & Body Works, Inc., Bath & Body Works Direct, Inc, Bath & Body Works Brand

County of Residence of First Listed Defendant Columbus, OH
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Sean T. Stadelman, Esq, Goldberg Segalla, LLP, 1700 Market Street, Suite 1418, Philadelphia, PA 19103, 267-519-6850

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input checked="" type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/ Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General Other: <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding ☒ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. §§ 1332, 1441 and 1446

Brief description of cause:
Plaintiff sustained injuries to his person and residence due to alleged product defect

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

Excess of \$50,000

CHECK YES only if demanded in complaint:

JURY DEMAND:☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE _____

DOCKET NUMBER _____

DATE

July 3, 2023

SIGNATURE OF ATTORNEY OF RECORD

/s/ Sean T. Stadelman, Esq.

FOR OFFICE USE ONLY

RECEIPT # _____

AMOUNT _____

APPLYING IFP _____

JUDGE _____

MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**Authority For Civil Cover Sheet**

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
 - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

DESIGNATION FORM

(to be used by counsel to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff: 3203 S. Juniper St., Philadelphia, PA 19148

Address of Defendant: Three Limited Parkway, Columbus, OH 43230

Place of Accident, Incident or Transaction: 1172 Dublin Court, Williamstown, NJ 08094

RELATED CASE IF ANY:

Case Number: N/A Judge: _____ Date Terminated _____

Civil cases are deemed related when **Yes** is answered to any of the following questions:

- | | |
|--|--|
| 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 0. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit Pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 1. Does this case involve the validity or infringement of a patent already in suit or any earlier Numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 2. Is this case a second or successive habeas corpus, social security appeal, or pro se case filed by the same individual? | Yes <input type="checkbox"/> No <input type="checkbox"/> |

I certify that, to my knowledge, the within case ☐ is / ☒ is not related to any now pending or within one year previously terminated action in this court except as noted above

DATE: _____ /s/ Sean T. Stadelman, Esq _____ 201636

Attorney-at-Law (Must sign above)

Attorney I.D. # (if applicable)

Civil (Place a ✓ in one category only)

A. Federal Question Cases:

- ☐ 1. Indemnity Contract, Marine Contract, and All Other Contracts)
- ☐ 2. FELA
- ☐ 3. Jones Act-Personal Injury
- ☐ 4. Antitrust
- ☐ 5. Wage and Hour Class Action/Collective Action
- ☐ 6. Patent
- ☐ 7. Copyright/Trademark
- ☐ 8. Employment
- ☐ 9. Labor-Management Relations
- ☐ 4. Civil Rights
- ☐ 5. Habeas Corpus
- ☐ 6. Securities Cases
- ☐ 7. Social Security Review Cases
- ☐ 8. Qui Tam Cases
- ☐ 0. All Other Federal Question Cases. (Please specify): _____

B. Diversity

Jurisdiction Cases:

- ☐ 1. Insurance Contract and Other Contracts
- ☐ 2. Airplane Personal Injury
- ☐ 3. Assault, Defamation
- ☐ 4. Marine Personal Injury
- ☐ 5. Motor Vehicle Personal Injury
- ☐ 6. Other Personal Injury (Please specify): _____
- ☒ 7. Products Liability
- ☐ 8. All Other Diversity Cases: (Please specify) _____

ARBITRATION CERTIFICATION

(The effect of this certification is to remove the case from eligibility for arbitration)

I, _____, counsel of record or pro se plaintiff, do hereby certify:

☐ Pursuant to Local Civil Rule 53.2 § 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:

☐ Relief other than monetary damages is sought.

DATE: _____

Attorney-at-Law (Sign here if applicable)

Attorney ID # (if applicable) _____

NOTE: A trial de novo will be a jury only if there has been compliance with F.R.C.P. 38.

**UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF PENNSYLVANIA**

Michael Mastro
3203 S. Juniper Street
Philadelphia, PA 19148

Plaintiff(s),

v.

Bath & Body Works, L.L.C.
Three Limited Parkway
Columbus, OH 43230

and

Bath & Body Works, Inc.
Three Limited Parkway
Columbus, OH 43230

and

Bath & Body Works, Inc., Direct, Inc.
Three Limited Parkway
Columbus, OH 43230

and

Bath & Body Works Brand Management, Inc.
Three Limited Parkway
Columbus, OH 43230

and

The White Barn Candle Company
Seven-Limited Parkway, East
Reynoldsburg, OH 43068

and

The White Barn Candle Co.
Seven Limited Parkway, East
Reynoldsburg, OH 43068

and

John Doe Corporation 1 through 5

and

John Doe 1 through 5,

Defendant(s)

CASE NO.

JURY TRIAL DEMANDED

**NOTICE OF REMOVAL AND COPIES OF ALL PROCESS AND PLEADINGS BY
THE BATH & BODY WORKS DEFENDANTS**

Bath & Body Works, LLC, Bath & Body Works, Inc., Bath & Body Works Direct, Inc. (incorrectly identified as Bath & Body Works, Inc., Direct, Inc.), and Bath & Body Works Brand Management, Inc. (collectively, “the Bath & Body Works Defendants”), by and through counsel at Goldberg Segalla LLP, hereby remove the civil action pending in the Philadelphia County Court of Common Pleas at Case ID 230303577 (“the State Court Action”) in accordance with 28 U.S.C. § 1332, as amended, and pursuant to 28 U.S.C. §§ 1441 and 1446, as amended, and on the following grounds:

Nature of Action and Procedural History

1. On or about March 31, 2023, Michael Mastro (“Plaintiff”) commenced the State Court Action by filing a complaint (“Complaint”) against numerous named corporate entities, unnamed corporate entities, and unnamed individuals (collectively, “Defendants”). A copy of Plaintiff’s Complaint is attached hereto as Exhibit A.

2. Plaintiff filed suit against six named defendants, including the Bath & Body Works Defendants. Upon information and belief, and subsequent to a diligent investigation, the two remaining named entities, including The White Barn Candle Company and The White Barn Candle Co., are aliases and/or trade names for one of the Bath & Body Works Defendants.

3. Plaintiff, a former New Jersey resident, alleges that he lit a candle while inside his New Jersey home, that a defect associated with that candle caused personal injury and his home to catch fire, and that he now lives in Philadelphia. Pursuant to Plaintiff, the Defendants manufactured, designed, marketed, distributed, or sold the candle at issue and should be held liable for his physical injuries and associated property damage. See Exhibit A at ¶¶ 1-21.

4. Upon information and belief, Plaintiff has not served any of the Bath & Body Works Defendants with a copy of the Complaint. Similarly, Plaintiff has not uploaded a proof of service related to any of the Defendants to the applicable electronic docket.

5. Bath & Body Works, LLC is a limited liability company formed in Delaware with a principal place of business in Ohio.

6. Bath & Body Works, Inc. is a publically traded corporation formed under the laws of Delaware with a principal place of business in Ohio.

7. Bath & Body Works Direct, Inc. is a publically traded corporation formed under the laws of Delaware with a principal place of business in Ohio.

8. Bath & Body Works Brand Management, Inc. is a publically traded corporation formed under the laws of Delaware with a principal place of business in Ohio.

9. Plaintiff identifies himself as a resident of Philadelphia, Pennsylvania.

Timeliness of Removal and Consent

10. Upon information and belief, Plaintiff has not served any of the Defendants with a copy of the Complaint. Moreover, Plaintiff has not uploaded any proof of service contradicting this belief.

11. The Bath & Body Works Defendants filed this petition June 30, 2023.

12. Correspondingly, the Bath & Body Works Defendants waive service of the Complaint and have filed the instant notice before the thirty days prescribed by 27 U.S.C. § 1446(b) lapsed.

Complete Diversity of Citizenship Exists Between all Defendants and Plaintiff

13. 28 U.S.C. § 1441(a) provides that a state court action over which a district court of the United States would possess original jurisdiction may be removed to the district court for the district and division embracing the place where the state court action is pending.

14. A district court shall have original jurisdiction over a proceeding wherein the matter in controversy exceeds \$75,000 and is between citizens of different states. 28 U.S.C. § 1332(a).

15. A natural person is deemed to be a citizen of the state where he is domiciled. Swinger v. Allegheny Energy, 540 F.3d 179, 181 (3d Cir. 2008) (citing Gilbert v. David, 235 U.S. 561, 569 (1915)).

16. A corporation shall be deemed to be a citizen of the state in which it is incorporated and the state of its principal place of business. 28 U.S.C. § 1332(c)(1).

17. Plaintiff is a resident and domiciliary of Pennsylvania.

18. The Bath & Body Works Defendants are all incorporated in or otherwise formed pursuant to the laws of Delaware and maintain their principal places of business in Ohio.

19. Defendant John Doe is a fictitious name and shall be disregarded for purposes of diversity. 28 USC § 1441(b)(1).

20. Pursuant to 28 U.S.C. § 1332, full diversity exists among all parties in this action because all Defendants are incorporated in and maintain their respective principal places of business in states other than Pennsylvania.

The Amount in Controversy Exceeds \$75,000

21. If a party seeks the removal of an action based upon diversity of citizenship and demands nonmonetary relief in its initial pleading, the notice of removal may state the amount in

controversy and the action will be removable if the district court finds, by a preponderance of the evidence, that the amount in controversy exceeds \$75,000. 28 USC § 1446(c)(2).

22. A defendant's notice of removal need only include a "plausible allegation" that the amount in controversy exceeds the jurisdictional threshold. Dart Cherokee Basin Operating Co., LLC v. Owens, 135 S. Ct. 547, 554 (2014) (citing 28 U.S.C. § 1446(a)).

23. "The amount in controversy is not measured by the low end of an open-ended claim, but rather by a reasonable reading of the value of the rights being litigated." Auto-Owners Ins. Co. v. Stevens & Ricci, 835 F.3d 388, 401 (3d Cir. 2016)(quoting Angus v. Shirley, 989 F.2d 142, 146 (3d Cir. 1993)).

24. The Complaint alleges that Plaintiff has "suffered severe and disabling injuries to the bones, muscles, skin, nerves, tendons, ligaments, tissues and blood vessels of his body, including but not limited to burns to his hands, arms, fingers with resultant scarring together with shock, emotional upset and other secondary problems and complications the full extent of which are not yet known and some or all of which are permanent in nature" and further "suffered. . . pain, mental anguish, humiliation, embarrassment, loss of sense of worth and wellbeing, disfigurement, [and an] inability to engage in [his] normal activities and the inability to pursue the normal and ordinary pleasures of life." Exhibit A at ¶20-¶21.

25. The Complaint further provides that "[Plaintiff] "in the past been, and may continue in the future to be prevented from attending to his normal duties, occupations and avocations thereby losing past and future income". Id.

26. For this, Plaintiff has asserted open-ended claims with accompanying financial and psychological detriment and requested an amount in excess of \$50,000. See Id.

27. Likewise, based upon a reasonable reading of the rights litigated, the Court should find by a preponderance of the evidence that the amount in controversy exceeds \$75,000, exclusive of interests or costs.

28. Accordingly, it is respectfully submitted that the amount in controversy exceeds \$75,000, exclusive of interest and costs.

Plea for Removal

29. There is complete diversity of citizenship and the amount in controversy exceeds the jurisdictional threshold of \$75,000; therefore, this Court has subject matter jurisdiction over this action pursuant to 28 USC § 1332 and removal of this action to this Court is proper pursuant to 28 USC § 1441.

30. The Philadelphia County Court of Common Pleas is located within the United States District Court for the Eastern District of Pennsylvania. Removal is proper to this Court pursuant to 28 USC § 1441(a) because it is the “district and division embracing the place where such action is pending.”

31. Copies of all process and pleadings that have been served in this civil action are attached hereto. In referencing same, Defendants neither concede the sufficiency of service of process nor otherwise waive any defenses, whether related to service of process or otherwise, and reserve all rights in that regard.

32. Pursuant to 28 U.S.C. § 1446(d), a copy of this Notice of Removal is being promptly filed with the Court of Common Pleas of Philadelphia County and is being served on Plaintiff.

WHEREFORE, the Bath & Body Works Defendants respectfully request that the entire State Court action under Docket No. 230303577, currently pending in the Court of Common Pleas of Philadelphia County, be removed to this Court for all further proceedings.

GOLDBERG SEGALLA LLP

/s/ Sean T. Stadelman

Sean T. Stadelman, Esquire
Attorney ID Nos. 201636
1700 Market Street, Suite 1418
Philadelphia, PA 19103-3907
(P): 267-519-6800; (F) 267-519-6801
sstadelman@goldbergsegalla.com
Attorney for Defendants

Dated: July 3, 2023

CERTIFICATE OF SERVICE

I, Sean T. Stadelman, hereby certify that this 3rd day of July 2023, a true and correct copy of the foregoing Notice of Removal was served via the Court's ECF System and email upon the following:

Allan J. Aigeldinger, III, Esq,
The Law Offices of Craig A. Altman, Esquire
19 S. 21st Street
Philadelphia, PA 19103
Attorneys for Plaintiff

GOLDBERG SEGALLA LLP

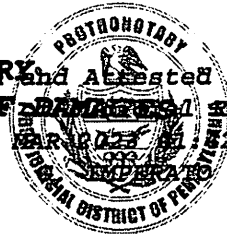
Date: July 3, 2023

/s/ Sean T. Stadelman

Sean T. Stadelman, Esquire
Attorney for Defendants

EXHIBIT “A”

MAJOR NON-JURY filed and Attested by the
ASSESSMENT OF DAMAGES Records
IS REQUIRED 1 MAR 2023 01:52 pm



LAW OFFICES OF CRAIG A. ALTMAN, ESQUIRE
BY: ALLAN J. AIGELDINGER, III, ESQUIRE
I.D. #: 72739
19 S. 21st STREET
PHILADELPHIA, PA 19103
(215)569-4488

ATTORNEY FOR
PLAINTIFF(S)

MICHAEL MASTRO
3203 S. JUNIPER STREET
PHILADELPHIA, PA 19148

: PHILADELPHIA COURT OF COMMON
: PLEAS

vs.

BATH & BODY WORKS, L.L.C.
THREE LIMITED PARKWAY
COLUMBUS, OH 43230

and

BATH & BODY WORKS, INC.
THREE LIMITED PARKWAY
COLUMBUS, OH 43230

and

BATH & BODY
WORKS, INC., DIRECT, INC.
THREE LIMITED PARKWAY
COLUMBUS, OH 43230

and

BATH & BODY WORKS BRAND
MANAGEMENT, INC.
THREE LIMITED PARKWAY
COLUMBUS, OH 43230

and

THE WHITE BARN CANDLE COMPANY
SEVEN LIMITED PARKWAY, EAST
REYNOLDSBURG, OH 43068

and

THE WHITE BARN CANDLE CO.
SEVEN LIMITED PARKWAY, EAST
REYNOLDSBURG, OH 43068

And

JOHN DOE CORPORATION 1 THROUGH 5

and

JOHN DOE 1 THROUGH 5

: NO.

, TERM, 2023

CIVIL ACTION COMPLAINT

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE

PHILADELPHIA BAR ASSOCIATION
LAWYER REFERRAL and INFORMATION SERVICE
One Reading Center
Philadelphia, Pennsylvania 19107
(215) 238-6333
TTY: (215) 451-6197

ADVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días, de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELÉFONO A LA OFICINA CUYA DIRECCIÓN SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL:

ASOCIACION DE LICENCIADOS DE FILADELFIA
SERVICIO DE REFENCIA E INFORMACION LEGAL
One Reading Center
Filadelfia, Pennsylvania 19107
Teléfono: (215) 238-6333
TTY: (215) 451-6197

1. Plaintiff is an adult individual, residing at the above-captioned address.

2. Defendant BATH & BODY WORKS, L.L.C. (hereinafter referred to as "D1") upon information and belief, is a business entity licensed to transact business in the Commonwealth of Pennsylvania with its principle place of business at the above-captioned address.

3. Defendant BATH & BODY WORKS, INC. (hereinafter referred to as "D2") upon information and belief, is a business entity licensed to transact business in the Commonwealth of Pennsylvania with its principle place of business at the above-captioned address.

4. Defendant BATH & BODY WORKS, INC., DIRECT, INC. (hereinafter referred to as "D3") upon information and belief, is a business entity licensed to transact business in the Commonwealth of Pennsylvania with its principle place of business at the above-captioned address.

5. Defendant BATH & BODY WORKS BRAND MANAGEMENT, INC. (hereinafter referred to as "D4") upon information and belief, is a business entity licensed to transact business in the Commonwealth of Pennsylvania with its principle place of business at the above-captioned address.

6. Defendant THE WHITE BARN CANDLE COMPANY (hereinafter referred to as "D5") upon information and belief, is a business entity licensed to transact business in the Commonwealth of

Pennsylvania with its principle place of business at the above-captioned address.

7. Defendant THE WHITE BARN CANDLE CO. (hereinafter referred to as "D6") upon information and belief, is a business entity licensed to transact business in the Commonwealth of Pennsylvania with its principle place of business at the above-captioned address.

8. Defendant JOHN DOE CORPORATION 1 THROUGH 5 (hereinafter referred to as "D7") is a business entity licensed to transact business in the Commonwealth of Pennsylvania with a principle place of business at the above captioned address which regularly transacts business in the City and County of Philadelphia, in the Commonwealth of Pennsylvania. The defendant's actual name is unknown to plaintiff after having conducted a reasonable search with due diligence. The designation of the defendant is fictitious. A factual description of the defendant is set forth below. A reasonable search to determine the actual name of the defendant has been conducted.

9. Defendant JOHN DOE 1 THROUGH 5 (hereinafter referred to as "D8") is an adult individual, residing at the above-captioned address. The defendant's actual name is unknown to plaintiff after having conducted a reasonable search with due diligence. The designation of the defendant is fictitious. A factual description of the defendant is set forth below. A reasonable search to determine the actual name of the defendant has been

conducted.

10. At all times material hereto, defendant D1 and/or defendant D2 and/or defendant D3 and/or defendant D4 and/or defendant D5 and/or defendant D6 and/or defendant D7 and/or defendant D8 was in the business of manufacturing, designing, marketing, distributing, and selling candles.

11. At all times material hereto defendant D1 and/or defendant D2 and/or defendant D3 and/or defendant D4 and/or defendant D5 and/or defendant D6 and/or defendant D7 and/or defendant D8 acted and/or failed to act by and through its agents, servants, workmen and/or employees acting and or failing to act in the course and scope of their employment.

12. At all times material hereto plaintiff was the owner and/or in possession of a candle which was manufactured, designed, marketed, distributed, and sold by defendant D1 and/or defendant D2 and/or defendant D3 and/or defendant D4 and/or defendant D5 and/or defendant D6 and/or defendant D7 and/or defendant D8.

13. On or about April 3, 2021 at 1172 Dublin Court, Williamstown, NJ 08094 plaintiff was using the candle when suddenly and without warning the candle broke, exploded, caught fire and/or ignited, causing the premises of 1172 Dublin Court, Williamstown, NJ 08094 and its contents to catch fire and burning the plaintiff, sustaining the injuries set forth below (hereinafter referred to as "incident").

14. The plaintiff did not alter or in any manner change the character of the aforementioned candle between the time the candle was provided to the plaintiff and the time of the aforementioned fire.

15. At the time and place of the aforementioned incident, the candle in the same condition when it was sold and/or provided to the plaintiff. The condition of the candle remained unchanged at all times mentioned in the complaint and, in particular, when plaintiff sustained injuries in the incident.

16. On April 3, 2021, plaintiff was using the candle for its intended use and was unaware of any defect in the candle or any danger to the plaintiff.

17. When plaintiff sustained the injuries set forth below, the candle was in a defective condition and was unreasonably dangerous. That condition was not known to the plaintiff.

18. The aforementioned incident was caused by the liability producing conduct of defendant D1 and/or defendant D2 and/or defendant D3 and/or defendant D4 and/or defendant D5 and/or defendant D6 and/or defendant D7 and/or defendant D8 and was in no manner due to any act or omission on the part of plaintiff.

19. As a result of the liability producing conduct of the defendants set forth below, Plaintiff suffered severe and disabling injuries to the bones, muscles, skin, nerves, tendons, ligaments, tissues and blood vessels of his body, including but not limited to burns to his hands, arms, fingers with resultant

scarring together with shock, emotional upset and other secondary problems and complications the full extent of which are not yet known and some or all of which are permanent in nature.

20. As a result of the liability producing conduct of the defendants as set forth below, Plaintiff has in the past been and may continue in the future to be prevented from attending to his normal duties, occupations and avocations thereby losing past and future income. In addition, he has suffered in the past and may in the future continue to suffer pain, mental anguish, humiliation, embarrassment, loss of sense of worth and well-being, disfigurement, inability to engage in her normal activities and the inability to pursue the normal and ordinary pleasures of life.

21. As a result of the liability producing conduct of the defendants as set forth below, Plaintiff has in the past required, and may in the future continue to require surgical/medical care and hospitalization including surgical procedures, and he has in the past incurred and may in the future continue to incur substantial expenses for medicine, hospital, medical care, surgery and/or rehabilitative care to attend to, treat, alleviate, minimize and/or cure his conditions.

COUNT I
PLAINTIFF MICHAEL MASTRO vs. DEFENDANT D1
STRICT LIABILITY

22. Plaintiff incorporates paragraphs (1-21) as though set forth at length herein.

23. Defendant manufactured, designed, marketed, distributed, and sold manufactured and/or prepared the candle hoist purchased by the plaintiff.

24. The incident of April 3, 2021, wherein plaintiff was injured was caused by inadequate warnings and failure to warn the plaintiff of the condition of the candle at the time the candle hoist left the care, custody and control of the defendant which rendered the candle unreasonably dangerous for its intended use.

25. As a result of the inadequate warnings and failure to warn of the candle, defendants are strictly liable to the plaintiff pursuant to Section 402(A) of the Restatement (Second) of Torts for the following reasons:

a) Defendant, in the regular course of business, placed the candle into the stream of commerce where it would be used by individuals such as the plaintiff;

b) Defendant, in the regular course of business, placed the candle into the stream of commerce in an unreasonably dangerous condition;

c) The defective condition of the candle which caused plaintiff's injuries as set forth above existed at the time defendant inspected the candle;

d) The defective condition of the candle proximately caused the incident and the injuries sustained by the plaintiff;

e) At the time of the incident, plaintiff was using the candle as intended by the defendant.

26. Defendant is liable to plaintiff under strict liability in tort as defendant knew and/or should have known that the candle was defective and unsafe for plaintiff to use, and should have warned the plaintiff.

~~WHEREFORE~~, Plaintiff demands judgment in his favor and against the defendant, in an amount in excess of Fifty Thousand Dollars (\$ 50,000.00) together with costs, interest and other relief as is proper and just. Said amount is in excess of this jurisdictions compulsory arbitration limits.

COUNT II
PLAINTIFF MICHAEL MASTRO vs. DEFENDANT D2
STRICT LIABILITY

27. Plaintiff incorporates paragraphs (1-26) as though set forth at length herein.

28. Defendant manufactured, designed, marketed, distributed, and sold manufactured and/or prepared the candle hoist purchased by the plaintiff.

29. The incident of April 3, 2021, wherein plaintiff was injured was caused by inadequate warnings and failure to warn the plaintiff of the condition of the candle at the time the candle hoist left the care, custody and control of the defendant which rendered the candle unreasonably dangerous for its intended use.

30. As a result of the inadequate warnings and failure to warn of the candle, defendants are strictly liable to the plaintiff pursuant to Section 402(A) of the Restatement (Second) of Torts for the following reasons:

a) Defendant, in the regular course of business, placed the candle into the stream of commerce where it would be used by individuals such as the plaintiff;

b) Defendant, in the regular course of business, placed the candle into the stream of commerce in an unreasonably dangerous condition;

c) The defective condition of the candle which caused plaintiff's injuries as set forth above existed at the time defendant inspected the candle;

d) The defective condition of the candle proximately caused the incident and the injuries sustained by the plaintiff;

e) At the time of the incident, plaintiff was using the candle as intended by the defendant.

31. Defendant is liable to plaintiff under strict liability in tort as defendant knew and/or should have known that the candle was defective and unsafe for plaintiff to use, and should have warned the plaintiff.

WHEREFORE, Plaintiff demands judgment in his favor and against the defendant, in an amount in excess of Fifty Thousand Dollars (\$ 50,000.00) together with costs, interest and other relief as is proper and just. Said amount is in excess of this jurisdictions compulsory arbitration limits.

COUNT III
PLAINTIFF MICHAEL MASTRO vs. DEFENDANT D3
STRICT LIABILITY

32. Plaintiff incorporates paragraphs (1-31) as though set

forth at length herein.

33. Defendant manufactured, designed, marketed, distributed, and sold manufactured and/or prepared the candle hoist purchased by the plaintiff.

34. The incident of April 3, 2021, wherein plaintiff was injured was caused by inadequate warnings and failure to warn the plaintiff of the condition of the candle at the time the candle hoist left the care, custody and control of the defendant which rendered the candle unreasonably dangerous for its intended use.

35. As a result of the inadequate warnings and failure to warn of the candle, defendants are strictly liable to the plaintiff pursuant to Section 402(A) of the Restatement (Second) of Torts for the following reasons:

a) Defendant, in the regular course of business, placed the candle into the stream of commerce where it would be used by individuals such as the plaintiff;

b) Defendant, in the regular course of business, placed the candle into the stream of commerce in an unreasonably dangerous condition;

c) The defective condition of the candle which caused plaintiff's injuries as set forth above existed at the time defendant inspected the candle;

d) The defective condition of the candle proximately caused the incident and the injuries sustained by the plaintiff;

e) At the time of the incident, plaintiff was using

the candle as intended by the defendant.

36. Defendant is liable to plaintiff under strict liability in tort as defendant knew and/or should have known that the candle was defective and unsafe for plaintiff to use, and should have warned the plaintiff.

WHEREFORE, Plaintiff demands judgment in his favor and against the defendant, in an amount in excess of Fifty Thousand Dollars (\$ 50,000.00) together with costs, interest and other relief as is proper and just. Said amount is in excess of this jurisdictions compulsory arbitration limits.

COUNT IV
PLAINTIFF MICHAEL MASTRO vs. DEFENDANT D4
STRICT LIABILITY

37. Plaintiff incorporates paragraphs (1-36) as though set forth at length herein.

38. Defendant manufactured, designed, marketed, distributed, and sold manufactured and/or prepared the candle hoist purchased by the plaintiff.

39. The incident of April 3, 2021, wherein plaintiff was injured was caused by inadequate warnings and failure to warn the plaintiff of the condition of the candle at the time the candle hoist left the care, custody and control of the defendant which rendered the candle unreasonably dangerous for its intended use.

40. As a result of the inadequate warnings and failure to warn of the candle, defendants are strictly liable to the plaintiff pursuant to Section 402(A) of the Restatement (Second)

of Torts for the following reasons:

a) Defendant, in the regular course of business, placed the candle into the stream of commerce where it would be used by individuals such as the plaintiff;

b) Defendant, in the regular course of business, placed the candle into the stream of commerce in an unreasonably dangerous condition;

c) The defective condition of the candle which caused plaintiff's injuries as set forth above existed at the time defendant inspected the candle;

d) The defective condition of the candle proximately caused the incident and the injuries sustained by the plaintiff;

e) At the time of the incident, plaintiff was using the candle as intended by the defendant.

41. Defendant is liable to plaintiff under strict liability in tort as defendant knew and/or should have known that the candle was defective and unsafe for plaintiff to use, and should have warned the plaintiff.

WHEREFORE, Plaintiff demands judgment in his favor and against the defendant, in an amount in excess of Fifty Thousand Dollars (\$ 50,000.00) together with costs, interest and other relief as is proper and just. Said amount is in excess of this jurisdictions compulsory arbitration limits.

COUNT V
PLAINTIFF MICHAEL MASTRO vs. DEFENDANT D5
STRICT LIABILITY

42. Plaintiff incorporates paragraphs (1-41) as though set forth at length herein.

43. Defendant manufactured, designed, marketed, distributed, and sold manufactured and/or prepared the candle hoist purchased by the plaintiff.

44. The incident of April 3, 2021, wherein plaintiff was injured was caused by inadequate warnings and failure to warn the plaintiff of the condition of the candle at the time the candle hoist left the care, custody and control of the defendant which rendered the candle unreasonably dangerous for its intended use.

45. As a result of the inadequate warnings and failure to warn of the candle, defendants are strictly liable to the plaintiff pursuant to Section 402(A) of the Restatement (Second) of Torts for the following reasons:

a) Defendant, in the regular course of business, placed the candle into the stream of commerce where it would be used by individuals such as the plaintiff;

b) Defendant, in the regular course of business, placed the candle into the stream of commerce in an unreasonably dangerous condition;

c) The defective condition of the candle which caused plaintiff's injuries as set forth above existed at the time defendant inspected the candle;

d) The defective condition of the candle proximately caused the incident and the injuries sustained by the plaintiff;

e) At the time of the incident, plaintiff was using the candle as intended by the defendant.

46. Defendant is liable to plaintiff under strict liability in tort as defendant knew and/or should have known that the candle was defective and unsafe for plaintiff to use, and should have warned the plaintiff.

WHEREFORE, Plaintiff demands judgment in his favor and against the defendant, in an amount in excess of Fifty Thousand Dollars (\$ 50,000.00) together with costs, interest and other relief as is proper and just. Said amount is in excess of this jurisdictions compulsory arbitration limits.

COUNT VI
PLAINTIFF MICHAEL MASTRO vs. DEFENDANT D6
STRICT LIABILITY

47. Plaintiff incorporates paragraphs (1-46) as though set forth at length herein.

48. Defendant manufactured, designed, marketed, distributed, and sold manufactured and/or prepared the candle hoist purchased by the plaintiff.

49. The incident of April 3, 2021, wherein plaintiff was injured was caused by inadequate warnings and failure to warn the plaintiff of the condition of the candle at the time the candle hoist left the care, custody and control of the defendant which rendered the candle unreasonably dangerous for its intended use.

50. As a result of the inadequate warnings and failure to warn of the candle, defendants are strictly liable to the

plaintiff pursuant to Section 402(A) of the Restatement (Second) of Torts for the following reasons:

a) Defendant, in the regular course of business, placed the candle into the stream of commerce where it would be used by individuals such as the plaintiff;

b) Defendant, in the regular course of business, placed the candle into the stream of commerce in an unreasonably dangerous condition;

c) The defective condition of the candle which caused plaintiff's injuries as set forth above existed at the time defendant inspected the candle;

d) The defective condition of the candle proximately caused the incident and the injuries sustained by the plaintiff;

e) At the time of the incident, plaintiff was using the candle as intended by the defendant.

51. Defendant is liable to plaintiff under strict liability in tort as defendant knew and/or should have known that the candle was defective and unsafe for plaintiff to use, and should have warned the plaintiff.

WHEREFORE, Plaintiff demands judgment in his favor and against the defendant, in an amount in excess of Fifty Thousand Dollars (\$ 50,000.00) together with costs, interest and other relief as is proper and just. Said amount is in excess of this jurisdictions compulsory arbitration limits.

COUNT VII
PLAINTIFF MICHAEL MASTRO vs. DEFENDANT D7
STRICT LIABILITY

52. Plaintiff incorporates paragraphs (1-51) as though set forth at length herein.

53. Defendant manufactured, designed, marketed, distributed, and sold manufactured and/or prepared the candle hoist purchased by the plaintiff.

54. The incident of April 3, 2021, wherein plaintiff was injured was caused by inadequate warnings and failure to warn the plaintiff of the condition of the candle at the time the candle hoist left the care, custody and control of the defendant which rendered the candle unreasonably dangerous for its intended use.

55. As a result of the inadequate warnings and failure to warn of the candle, defendants are strictly liable to the plaintiff pursuant to Section 402(A) of the Restatement (Second) of Torts for the following reasons:

a) Defendant, in the regular course of business, placed the candle into the stream of commerce where it would be used by individuals such as the plaintiff;

b) Defendant, in the regular course of business, placed the candle into the stream of commerce in an unreasonably dangerous condition;

c) The defective condition of the candle which caused plaintiff's injuries as set forth above existed at the time defendant inspected the candle;

d) The defective condition of the candle proximately caused the incident and the injuries sustained by the plaintiff;

e) At the time of the incident, plaintiff was using the candle as intended by the defendant.

56. Defendant is liable to plaintiff under strict liability in tort as defendant knew and/or should have known that the candle was defective and unsafe for plaintiff to use, and should have warned the plaintiff.

WHEREFORE, Plaintiff demands judgment in his favor and against the defendant, in an amount in excess of Fifty Thousand Dollars (\$ 50,000.00) together with costs, interest and other relief as is proper and just. Said amount is in excess of this jurisdictions compulsory arbitration limits.

COUNT VIII
PLAINTIFF MICHAEL MASTRO vs. DEFENDANT D8
STRICT LIABILITY

57. Plaintiff incorporates paragraphs (1-56) as though set forth at length herein.

58. Defendant manufactured, designed, marketed, distributed, and sold manufactured and/or prepared the candle hoist purchased by the plaintiff.

59. The incident of April 3, 2021, wherein plaintiff was injured was caused by inadequate warnings and failure to warn the plaintiff of the condition of the candle at the time the candle hoist left the care, custody and control of the defendant which rendered the candle unreasonably dangerous for its intended use.

60. As a result of the inadequate warnings and failure to warn of the candle, defendants are strictly liable to the plaintiff pursuant to Section 402(A) of the Restatement (Second) of Torts for the following reasons:

a) Defendant, in the regular course of business, placed the candle into the stream of commerce where it would be used by individuals such as the plaintiff;

b) Defendant, in the regular course of business, placed the candle into the stream of commerce in an unreasonably dangerous condition;

c) The defective condition of the candle which caused plaintiff's injuries as set forth above existed at the time defendant inspected the candle;

d) The defective condition of the candle proximately caused the incident and the injuries sustained by the plaintiff;

e) At the time of the incident, plaintiff was using the candle as intended by the defendant.

61. Defendant is liable to plaintiff under strict liability in tort as defendant knew and/or should have known that the candle was defective and unsafe for plaintiff to use, and should have warned the plaintiff.

WHEREFORE, Plaintiff demands judgment in his favor and against the defendant, in an amount in excess of Fifty Thousand Dollars (\$ 50,000.00) together with costs, interest and other relief as is proper and just. Said amount is in excess of this

jurisdictions compulsory arbitration limits.

COUNT IX
PLAINTIFF MICHAEL MASTRO vs. DEFENDANT D1
BREACH OF WARRANTY

62. Plaintiff incorporates paragraphs (1-61) as though set forth at length herein.

63. All the resultant losses, damages, and injuries sustained by plaintiff, as set forth above, were directly and proximately caused by the defendant's breach of express and/or implied warranties of merchantability and fitness for a particular purpose in the following manner:

- a) Defendant did not have the candle adequately and properly inspected prior to its use;
- b) The candle was not of a fair or of average quality or trade product Defendant normally dealt;
- c) The candle was not fit for the ordinary purpose for which it was intended;
- d) The defective condition of the candle proximately caused the incident and the injuries sustained by the plaintiff;
- e) The defendant knew or should have known that the candle was dangerous and likely to cause damage to the user;
- f) The candle was not of merchantable quality nor did it conform to the safety standards for candles used in the normal course of business;
- g) The defendant knew and/or should have known that in order to make the candle safe for its use, the plaintiff should

have been provided with appropriate warnings;

h) That the candle was not properly and adequately inspected and/or prepared by the defendant in order to provide a safe product;

i) The defendant did not provide, establish or follow proper and/or adequate quality control methods in the providing of the candle;

j) The defendant did not disclose to the user or consumer of the candle, such as the plaintiff, that the candle was defectively and/or unreasonably prepared thereby making the product dangerous to use;

k) The defendant knew and/or should have known that the plaintiff was relying on the expertise of the defendant in supplying the candle;

l) In expressly and/or impliedly warranting that the candle was properly and/or adequately prepared and inspected when the same was not true;

m) In expressly and/or impliedly warranting that the candle was safe for its intended use;

n) In expressly and/or impliedly misrepresenting that the candle was safe for its intended use;

o) In expressly and/or impliedly warranting that the candle was safe for use in compliance with the safety standards of the industry, of the federal government and the state, county and city governments, in so far as safety standards govern this

product.

64. As a direct and proximate result of the breach of express and/or implied warranties, plaintiff has suffered the injuries and damages more fully set forth above.

WHEREFORE, Plaintiff demands judgment in his favor and against the defendant, in an amount in excess of Fifty Thousand Dollars (\$ 50,000.00) together with costs, interest and other relief as is proper and just. Said amount is in excess of this jurisdictions compulsory arbitration limits.

COUNT X
PLAINTIFF MICHAEL MASTRO vs. DEFENDANT D2
BREACH OF WARRANTY

65. Plaintiff incorporates paragraphs (1-64) as though set forth at length herein.

66. All the resultant losses, damages, and injuries sustained by plaintiff, as set forth above, were directly and proximately caused by the defendant's breach of express and/or implied warranties of merchantability and fitness for a particular purpose in the following manner:

- a) Defendant did not have the candle adequately and properly inspected prior to its use;
- b) The candle was not of a fair or of average quality or trade product Defendant normally dealt;
- c) The candle was not fit for the ordinary purpose for which it was intended;
- d) The defective condition of the candle proximately

caused the incident and the injuries sustained by the plaintiff;

e) The defendant knew or should have known that the candle was dangerous and likely to cause damage to the user;

f) The candle was not of merchantable quality nor did it conform to the safety standards for candles used in the normal course of business;

g) The defendant knew and/or should have known that in order to make the candle safe for its use, the plaintiff should have been provided with appropriate warnings;

h) That the candle was not properly and adequately inspected and/or prepared by the defendant in order to provide a safe product;

i) The defendant did not provide, establish or follow proper and/or adequate quality control methods in the providing of the candle;

j) The defendant did not disclose to the user or consumer of the candle, such as the plaintiff, that the candle was defectively and/or unreasonably prepared thereby making the product dangerous to use;

k) The defendant knew and/or should have known that the plaintiff was relying on the expertise of the defendant in supplying the candle;

l) In expressly and/or impliedly warranting that the candle was properly and/or adequately prepared and inspected when the same was not true;

m) In expressly and/or impliedly warranting that the candle was safe for its intended use;

n) In expressly and/or impliedly misrepresenting that the candle was safe for its intended use;

o) In expressly and/or impliedly warranting that the candle was safe for use in compliance with the safety standards of the industry, of the federal government and the state, county and city governments, in so far as safety standards govern this product.

67. As a direct and proximate result of the breach of express and/or implied warranties, plaintiff has suffered the injuries and damages more fully set forth above.

WHEREFORE, Plaintiff demands judgment in his favor and against the defendant, in an amount in excess of Fifty Thousand Dollars (\$ 50,000.00) together with costs, interest and other relief as is proper and just. Said amount is in excess of this jurisdictions compulsory arbitration limits.

COUNT XI
PLAINTIFF MICAHIL MASTRO vs. DEFENDANT D3
BREACH OF WARRANTY

68. Plaintiff incorporates paragraphs (1-67) as though set forth at length herein.

69. All the resultant losses, damages, and injuries sustained by plaintiff, as set forth above, were directly and proximately caused by the defendant's breach of express and/or implied warranties of merchantability and fitness for a

particular purpose in the following manner:

a) Defendant did not have the candle adequately and properly inspected prior to its use;

b) The candle was not of a fair or of average quality or trade product Defendant normally dealt;

c) The candle was not fit for the ordinary purpose for which it was intended;

d) The defective condition of the candle proximately caused the incident and the injuries sustained by the plaintiff;

e) The defendant knew or should have known that the candle was dangerous and likely to cause damage to the user;

f) The candle was not of merchantable quality nor did it conform to the safety standards for candles used in the normal course of business;

g) The defendant knew and/or should have known that in order to make the candle safe for its use, the plaintiff should have been provided with appropriate warnings;

h) That the candle was not properly and adequately inspected and/or prepared by the defendant in order to provide a safe product;

i) The defendant did not provide, establish or follow proper and/or adequate quality control methods in the providing of the candle;

j) The defendant did not disclose to the user or consumer of the candle, such as the plaintiff, that the candle

was defectively and/or unreasonably prepared thereby making the product dangerous to use;

k) The defendant knew and/or should have known that the plaintiff was relying on the expertise of the defendant in supplying the candle;

l) In expressly and/or impliedly warranting that the candle was properly and/or adequately prepared and inspected when the same was not true;

m) In expressly and/or impliedly warranting that the candle was safe for its intended use;

n) In expressly and/or impliedly misrepresenting that the candle was safe for its intended use;

o) In expressly and/or impliedly warranting that the candle was safe for use in compliance with the safety standards of the industry, of the federal government and the state, county and city governments, in so far as safety standards govern this product.

70. As a direct and proximate result of the breach of express and/or implied warranties, plaintiff has suffered the injuries and damages more fully set forth above.

WHEREFORE, Plaintiff demands judgment in his favor and against the defendant, in an amount in excess of Fifty Thousand Dollars (\$ 50,000.00) together with costs, interest and other relief as is proper and just. Said amount is in excess of this jurisdictions compulsory arbitration limits.

COUNT XII
PLAINTIFF MICHAEL MASTRO vs. DEFENDANT D4
BREACH OF WARRANTY

71. Plaintiff incorporates paragraphs (1-70) as though set forth at length herein.

72. All the resultant losses, damages, and injuries sustained by plaintiff, as set forth above, were directly and proximately caused by the defendant's breach of express and/or implied warranties of merchantability and fitness for a particular purpose in the following manner:

a) Defendant did not have the candle adequately and properly inspected prior to its use;

b) The candle was not of a fair or of average quality or trade product Defendant normally dealt;

c) The candle was not fit for the ordinary purpose for which it was intended;

d) The defective condition of the candle proximately caused the incident and the injuries sustained by the plaintiff;

e) The defendant knew or should have known that the candle was dangerous and likely to cause damage to the user;

f) The candle was not of merchantable quality nor did it conform to the safety standards for candles used in the normal course of business;

g) The defendant knew and/or should have known that in order to make the candle safe for its use, the plaintiff should have been provided with appropriate warnings;

h) That the candle was not properly and adequately inspected and/or prepared by the defendant in order to provide a safe product;

i) The defendant did not provide, establish or follow proper and/or adequate quality control methods in the providing of the candle;

j) The defendant did not disclose to the user or consumer of the candle, such as the plaintiff, that the candle was defectively and/or unreasonably prepared thereby making the product dangerous to use;

k) The defendant knew and/or should have known that the plaintiff was relying on the expertise of the defendant in supplying the candle;

l) In expressly and/or impliedly warranting that the candle was properly and/or adequately prepared and inspected when the same was not true;

m) In expressly and/or impliedly warranting that the candle was safe for its intended use;

n) In expressly and/or impliedly misrepresenting that the candle was safe for its intended use;

o) In expressly and/or impliedly warranting that the candle was safe for use in compliance with the safety standards of the industry, of the federal government and the state, county and city governments, in so far as safety standards govern this product.

73. As a direct and proximate result of the breach of express and/or implied warranties, plaintiff has suffered the injuries and damages more fully set forth above.

WHEREFORE, Plaintiff demands judgment in his favor and against the defendant, in an amount in excess of Fifty Thousand Dollars (\$ 50,000.00) together with costs, interest and other relief as is proper and just. Said amount is in excess of this jurisdictions compulsory arbitration limits.

COUNT XIII
PLAINTIFF MICAH MASTRO vs. DEFENDANT D5
BREACH OF WARRANTY

74. Plaintiff incorporates paragraphs (1-73) as though set forth at length herein.

75. All the resultant losses, damages, and injuries sustained by plaintiff, as set forth above, were directly and proximately caused by the defendant's breach of express and/or implied warranties of merchantability and fitness for a particular purpose in the following manner:

- a) Defendant did not have the candle adequately and properly inspected prior to its use;
- b) The candle was not of a fair or of average quality or trade product Defendant normally dealt;
- c) The candle was not fit for the ordinary purpose for which it was intended;
- d) The defective condition of the candle proximately caused the incident and the injuries sustained by the plaintiff;

e) The defendant knew or should have known that the candle was dangerous and likely to cause damage to the user;

f) The candle was not of merchantable quality nor did it conform to the safety standards for candles used in the normal course of business;

g) The defendant knew and/or should have known that in order to make the candle safe for its use, the plaintiff should have been provided with appropriate warnings;

h) That the candle was not properly and adequately inspected and/or prepared by the defendant in order to provide a safe product;

i) The defendant did not provide, establish or follow proper and/or adequate quality control methods in the providing of the candle;

j) The defendant did not disclose to the user or consumer of the candle, such as the plaintiff, that the candle was defectively and/or unreasonably prepared thereby making the product dangerous to use;

k) The defendant knew and/or should have known that the plaintiff was relying on the expertise of the defendant in supplying the candle;

l) In expressly and/or impliedly warranting that the candle was properly and/or adequately prepared and inspected when the same was not true;

m) In expressly and/or impliedly warranting that the

candle was safe for its intended use;

n) In expressly and/or impliedly misrepresenting that the candle was safe for its intended use;

o) In expressly and/or impliedly warranting that the candle was safe for use in compliance with the safety standards of the industry, of the federal government and the state, county and city governments, in so far as safety standards govern this product.

76. As a direct and proximate result of the breach of express and/or implied warranties, plaintiff has suffered the injuries and damages more fully set forth above.

WHEREFORE, Plaintiff demands judgment in his favor and against the defendant, in an amount in excess of Fifty Thousand Dollars (\$ 50,000.00) together with costs, interest and other relief as is proper and just. Said amount is in excess of this jurisdictions compulsory arbitration limits.

COUNT XIV
PLAINTIFF MICAH MASTRO vs. DEFENDANT D6
BREACH OF WARRANTY

77. Plaintiff incorporates paragraphs (1-76) as though set forth at length herein.

78. All the resultant losses, damages, and injuries sustained by plaintiff, as set forth above, were directly and proximately caused by the defendant's breach of express and/or implied warranties of merchantability and fitness for a particular purpose in the following manner:

a) Defendant did not have the candle adequately and properly inspected prior to its use;

b) The candle was not of a fair or of average quality or trade product Defendant normally dealt;

c) The candle was not fit for the ordinary purpose for which it was intended;

d) The defective condition of the candle proximately caused the incident and the injuries sustained by the plaintiff;

e) The defendant knew or should have known that the candle was dangerous and likely to cause damage to the user;

f) The candle was not of merchantable quality nor did it conform to the safety standards for candles used in the normal course of business;

g) The defendant knew and/or should have known that in order to make the candle safe for its use, the plaintiff should have been provided with appropriate warnings;

h) That the candle was not properly and adequately inspected and/or prepared by the defendant in order to provide a safe product;

i) The defendant did not provide, establish or follow proper and/or adequate quality control methods in the providing of the candle;

j) The defendant did not disclose to the user or consumer of the candle, such as the plaintiff, that the candle was defectively and/or unreasonably prepared thereby making the

product dangerous to use;

k) The defendant knew and/or should have known that the plaintiff was relying on the expertise of the defendant in supplying the candle;

l) In expressly and/or impliedly warranting that the candle was properly and/or adequately prepared and inspected when the same was not true;

m) In expressly and/or impliedly warranting that the candle was safe for its intended use;

n) In expressly and/or impliedly misrepresenting that the candle was safe for its intended use;

o) In expressly and/or impliedly warranting that the candle was safe for use in compliance with the safety standards of the industry, of the federal government and the state, county and city governments, in so far as safety standards govern this product.

79. As a direct and proximate result of the breach of express and/or implied warranties, plaintiff has suffered the injuries and damages more fully set forth above.

WHEREFORE, Plaintiff demands judgment in his favor and against the defendant, in an amount in excess of Fifty Thousand Dollars (\$ 50,000.00) together with costs, interest and other relief as is proper and just. Said amount is in excess of this jurisdictions compulsory arbitration limits.

COUNT XV
PLAINTIFF MICHAEL MASTRO vs. DEFENDANT D7
BREACH OF WARRANTY

80. Plaintiff incorporates paragraphs (1-79) as though set forth at length herein.

81. All the resultant losses, damages, and injuries sustained by plaintiff, as set forth above, were directly and proximately caused by the defendant's breach of express and/or implied warranties of merchantability and fitness for a particular purpose in the following manner:

- a) Defendant did not have the candle adequately and properly inspected prior to its use;
- b) The candle was not of a fair or of average quality or trade product Defendant normally dealt;
- c) The candle was not fit for the ordinary purpose for which it was intended;
- d) The defective condition of the candle proximately caused the incident and the injuries sustained by the plaintiff;
- e) The defendant knew or should have known that the candle was dangerous and likely to cause damage to the user;
- f) The candle was not of merchantable quality nor did it conform to the safety standards for candles used in the normal course of business;
- g) The defendant knew and/or should have known that in order to make the candle safe for its use, the plaintiff should have been provided with appropriate warnings;

h) That the candle was not properly and adequately inspected and/or prepared by the defendant in order to provide a safe product;

i) The defendant did not provide, establish or follow proper and/or adequate quality control methods in the providing of the candle;

j) The defendant did not disclose to the user or consumer of the candle, such as the plaintiff, that the candle was defectively and/or unreasonably prepared thereby making the product dangerous to use;

k) The defendant knew and/or should have known that the plaintiff was relying on the expertise of the defendant in supplying the candle;

l) In expressly and/or impliedly warranting that the candle was properly and/or adequately prepared and inspected when the same was not true;

m) In expressly and/or impliedly warranting that the candle was safe for its intended use;

n) In expressly and/or impliedly misrepresenting that the candle was safe for its intended use;

o) In expressly and/or impliedly warranting that the candle was safe for use in compliance with the safety standards of the industry, of the federal government and the state, county and city governments, in so far as safety standards govern this product.

candle was safe for its intended use;

n) In expressly and/or impliedly misrepresenting that the candle was safe for its intended use;

o) In expressly and/or impliedly warranting that the candle was safe for use in compliance with the safety standards of the industry, of the federal government and the state, county and city governments, in so far as safety standards govern this product.

85. As a direct and proximate result of the breach of express and/or implied warranties, plaintiff has suffered the injuries and damages more fully set forth above.

WHEREFORE, Plaintiff demands judgment in his favor and against the defendant, in an amount in excess of Fifty Thousand Dollars (\$ 50,000.00) together with costs, interest and other relief as is proper and just. Said amount is in excess of this jurisdictions compulsory arbitration limits.

COUNT XVII
PLAINTIFF MICHALE MASTRO vs. DEFENDANT D1
NEGLIGENCE

86. Plaintiff incorporates paragraphs (1-85) as though set forth at length herein.

87. The defendant is vicariously liable for the acts and/or omissions of its agents, servants, workmen and/or employees under the doctrine of respondeat superior.

88. All the resultant losses, damages, and injuries sustained by plaintiff, as set forth above, were directly and

82. As a direct and proximate result of the breach of express and/or implied warranties, plaintiff has suffered the injuries and damages more fully set forth above.

WHEREFORE, Plaintiff demands judgment in his favor and against the defendant, in an amount in excess of Fifty Thousand Dollars (\$ 50,000.00) together with costs, interest and other relief as is proper and just. Said amount is in excess of this jurisdictions compulsory arbitration limits.

COUNT XVI
PLAINTIFF MICHAEL MASTRO vs. DEFENDANT D8
BREACH OF WARRANTY

83. Plaintiff incorporates paragraphs (1-82) as though set forth at length herein.

84. All the resultant losses, damages, and injuries sustained by plaintiff, as set forth above, were directly and proximately caused by the defendant's breach of express and/or implied warranties of merchantability and fitness for a particular purpose in the following manner:

- a) Defendant did not have the candle adequately and properly inspected prior to its use;
- b) The candle was not of a fair or of average quality or trade product Defendant normally dealt;
- c) The candle was not fit for the ordinary purpose for which it was intended;
- d) The defective condition of the candle proximately caused the incident and the injuries sustained by the plaintiff;

e) The defendant knew or should have known that the candle was dangerous and likely to cause damage to the user;

f) The candle was not of merchantable quality nor did it conform to the safety standards for candles used in the normal course of business;

g) The defendant knew and/or should have known that in order to make the candle safe for its use, the plaintiff should have been provided with appropriate warnings;

h) That the candle was not properly and adequately inspected and/or prepared by the defendant in order to provide a safe product;

i) The defendant did not provide, establish or follow proper and/or adequate quality control methods in the providing of the candle;

j) The defendant did not disclose to the user or consumer of the candle, such as the plaintiff, that the candle was defectively and/or unreasonably prepared thereby making the product dangerous to use;

k) The defendant knew and/or should have known that the plaintiff was relying on the expertise of the defendant in supplying the candle;

l) In expressly and/or impliedly warranting that the candle was properly and/or adequately prepared and inspected when the same was not true;

m) In expressly and/or impliedly warranting that the

proximately caused by the careless and negligent conduct of the defendant in the following manner:

a) Failing to properly and/or adequately warn the plaintiff of the dangerous condition of the candle;

b) Failing to properly and/or adequately train and/or monitor and/or control its employees;

c) Failing to disclose to the plaintiff that the candle was defective and/or unreasonably dangerous;

d) Failing to properly and/or adequately manufacture the candle;

e) Failing to properly and/or adequately inspect the candle;

f) Failing to properly and/or adequately design the candle;

g) Failing to provide, establish and/or follow proper and/or adequate quality control methods in the providing of the candle;

h) Failing to disclose to the plaintiff, that the candle was defectively and/or unreasonably prepared thereby making the product dangerous to use;

i) Failing to exercise reasonable care in the manufacturing, designing and/or selling the candle;

j) Res Ipsa Loquitur;

k) Engaging in activities that caused the candle to break, explode and/or ignite.

89. As a direct and proximate result of the careless and negligent conduct as aforesaid, plaintiff has suffered the injuries and damages more fully set forth above.

WHEREFORE, Plaintiff demands judgment in his favor and against the defendant, in an amount in excess of Fifty Thousand Dollars (\$ 50,000.00) together with costs, interest and other relief as is proper and just. Said amount is in excess of this jurisdiction's compulsory arbitration limits.

COUNT XVIII
PLAINTIFF MICHAEL MASTRO vs. DEFENDANT D2
NEGLIGENCE

90. Plaintiff incorporates paragraphs (1-89) as though set forth at length herein.

91. The defendant is vicariously liable for the acts and/or omissions of its agents, servants, workmen and/or employees under the doctrine of respondeat superior.

92. All the resultant losses, damages, and injuries sustained by plaintiff, as set forth above, were directly and proximately caused by the careless and negligent conduct of the defendant in the following manner:

a) Failing to properly and/or adequately warn the plaintiff of the dangerous condition of the candle;

b) Failing to properly and/or adequately train and/or monitor and/or control its employees;

c) Failing to disclose to the plaintiff that the candle was defective and/or unreasonably dangerous;

d) Failing to properly and/or adequately manufacture the candle;

e) Failing to properly and/or adequately inspect the candle;

f) Failing to properly and/or adequately design the candle;

g) Failing to provide, establish and/or follow proper and/or adequate quality control methods in the providing of the candle;

h) Failing to disclose to the plaintiff, that the candle was defectively and/or unreasonably prepared thereby making the product dangerous to use;

i) Failing to exercise reasonable care in the manufacturing, designing and/or selling the candle;

j) Res Ipsa Loquitur;

k) Engaging in activities that caused the candle to break, explode and/or ignite.

97. As a direct and proximate result of the careless and negligent conduct as aforesaid, plaintiff has suffered the injuries and damages more fully set forth above.

WHEREFORE, Plaintiff demands judgment in his favor and against the defendant, in an amount in excess of Fifty Thousand Dollars (\$ 50,000.00) together with costs, interest and other relief as is proper and just. Said amount is in excess of this jurisdictions compulsory arbitration limits.

COUNT XIX
PLAINTIFF MICHAEL MASTRO vs. DEFENDANT D3
NEGLIGENCE

94. Plaintiff incorporates paragraphs (1-93) as though set forth at length herein.

95. The defendant is vicariously liable for the acts and/or omissions of its agents, servants, workmen and/or employees under the doctrine of respondeat superior.

96. All the resultant losses, damages, and injuries sustained by plaintiff, as set forth above, were directly and proximately caused by the careless and negligent conduct of the defendant in the following manner:

a) Failing to properly and/or adequately warn the plaintiff of the dangerous condition of the candle;

b) Failing to properly and/or adequately train and/or monitor and/or control its employees;

c) Failing to disclose to the plaintiff that the candle was defective and/or unreasonably dangerous;

d) Failing to properly and/or adequately manufacture the candle;

e) Failing to properly and/or adequately inspect the candle;

f) Failing to properly and/or adequately design the candle;

g) Failing to provide, establish and/or follow proper and/or adequate quality control methods in the providing of the

candle;

h) Failing to disclose to the plaintiff, that the candle was defectively and/or unreasonably prepared thereby making the product dangerous to use;

i) Failing to exercise reasonable care in the manufacturing, designing and/or selling the candle;

j) Res Ipsa Loquitur;

k) Engaging in activities that caused the candle to break, explode and/or ignite.

97. As a direct and proximate result of the careless and negligent conduct as aforesaid, plaintiff has suffered the injuries and damages more fully set forth above.

WHEREFORE, Plaintiff demands judgment in his favor and against the defendant, in an amount in excess of Fifty Thousand Dollars (\$ 50,000.00) together with costs, interest and other relief as is proper and just. Said amount is in excess of this jurisdictions compulsory arbitration limits.

COUNT XX
PLAINTIFF MICHALE MASTRO vs. DEFENDANT D4
NEGLIGENCE

98. Plaintiff incorporates paragraphs (1-97) as though set forth at length herein.

99. The defendant is vicariously liable for the acts and/or omissions of its agents, servants, workmen and/or employees under the doctrine of respondeat superior.

100. All the resultant losses, damages, and injuries

sustained by plaintiff, as set forth above, were directly and proximately caused by the careless and negligent conduct of the defendant in the following manner:

- a) Failing to properly and/or adequately warn the plaintiff of the dangerous condition of the candle;
- b) Failing to properly and/or adequately train and/or monitor and/or control its employees;
- c) Failing to disclose to the plaintiff that the candle was defective and/or unreasonably dangerous;
- d) Failing to properly and/or adequately manufacture the candle;
- e) Failing to properly and/or adequately inspect the candle;
- f) Failing to properly and/or adequately design the candle;
- g) Failing to provide, establish and/or follow proper and/or adequate quality control methods in the providing of the candle;
- h) Failing to disclose to the plaintiff, that the candle was defectively and/or unreasonably prepared thereby making the product dangerous to use;
- i) Failing to exercise reasonable care in the manufacturing, designing and/or selling the candle;
- j) Res Ipsa Loquitur;
- k) Engaging in activities that caused the candle to

break, explode and/or ignite.

101. As a direct and proximate result of the careless and negligent conduct as aforesaid, plaintiff has suffered the injuries and damages more fully set forth above.

~~WHEREFORE~~, Plaintiff demands judgment in his favor and against the defendant, in an amount in excess of Fifty Thousand Dollars (\$ 50,000.00) together with costs, interest and other relief as is proper and just. Said amount is in excess of this jurisdictions compulsory arbitration limits.

COUNT XXI
PLAINTIFF MICHALE MASTRO vs. DEFENDANT D5
NEGLIGENCE

102. Plaintiff incorporates paragraphs (1-101) as though set forth at length herein.

103. The defendant is vicariously liable for the acts and/or omissions of its agents, servants, workmen and/or employees under the doctrine of respondeat superior.

104. All the resultant losses, damages, and injuries sustained by plaintiff, as set forth above, were directly and proximately caused by the careless and negligent conduct of the defendant in the following manner:

- a) Failing to properly and/or adequately warn the plaintiff of the dangerous condition of the candle;
- b) Failing to properly and/or adequately train and/or monitor and/or control its employees;
- c) Failing to disclose to the plaintiff that the

candle was defective and/or unreasonably dangerous;

d) Failing to properly and/or adequately manufacture the candle;

e) Failing to properly and/or adequately inspect the candle;

f) Failing to properly and/or adequately design the candle;

g) Failing to provide, establish and/or follow proper and/or adequate quality control methods in the providing of the candle;

h) Failing to disclose to the plaintiff, that the candle was defectively and/or unreasonably prepared thereby making the product dangerous to use;

i) Failing to exercise reasonable care in the manufacturing, designing and/or selling the candle;

j) Res Ipsa Loquitur;

k) Engaging in activities that caused the candle to break, explode and/or ignite.

105. As a direct and proximate result of the careless and negligent conduct as aforesaid, plaintiff has suffered the injuries and damages more fully set forth above.

WHEREFORE, Plaintiff demands judgment in his favor and against the defendant, in an amount in excess of Fifty Thousand Dollars (\$ 50,000.00) together with costs, interest and other relief as is proper and just. Said amount is in excess of this

jurisdictions compulsory arbitration limits.

COUNT XXII
PLAINTIFF MICHALE MASTRO vs. DEFENDANT D6
NEGLIGENCE

106. Plaintiff incorporates paragraphs (1-105) as though set forth at length herein.

107. The defendant is vicariously liable for the acts and/or omissions of its agents, servants, workmen and/or employees under the doctrine of respondeat superior.

108. All the resultant losses, damages, and injuries sustained by plaintiff, as set forth above, were directly and proximately caused by the careless and negligent conduct of the defendant in the following manner:

- a) Failing to properly and/or adequately warn the plaintiff of the dangerous condition of the candle;
- b) Failing to properly and/or adequately train and/or monitor and/or control its employees;
- c) Failing to disclose to the plaintiff that the candle was defective and/or unreasonably dangerous;
- d) Failing to properly and/or adequately manufacture the candle;
- e) Failing to properly and/or adequately inspect the candle;
- f) Failing to properly and/or adequately design the candle;
- g) Failing to provide, establish and/or follow proper

and/or adequate quality control methods in the providing of the candle;

h) Failing to disclose to the plaintiff, that the candle was defectively and/or unreasonably prepared thereby making the product dangerous to use;

i) Failing to exercise reasonable care in the manufacturing, designing and/or selling the candle;

j) Res Ipsa Loquitur;

k) Engaging in activities that caused the candle to break, explode and/or ignite.

109. As a direct and proximate result of the careless and negligent conduct as aforesaid, plaintiff has suffered the injuries and damages more fully set forth above.

WHEREFORE, Plaintiff demands judgment in his favor and against the defendant, in an amount in excess of Fifty Thousand Dollars (\$ 50,000.00) together with costs, interest and other relief as is proper and just. Said amount is in excess of this jurisdictions compulsory arbitration limits.

COUNT XXIII
PLAINTIFF MICHALE MASTRO vs. DEFENDANT D7
NEGLIGENCE

110. Plaintiff incorporates paragraphs (1-109) as though set forth at length herein.

111. The defendant is vicariously liable for the acts and/or omissions of its agents, servants, workmen and/or employees under the doctrine of respondeat superior.

112. All the resultant losses, damages, and injuries sustained by plaintiff, as set forth above, were directly and proximately caused by the careless and negligent conduct of the defendant in the following manner:

a) Failing to properly and/or adequately warn the plaintiff of the dangerous condition of the candle;

b) Failing to properly and/or adequately train and/or monitor and/or control its employees;

c) Failing to disclose to the plaintiff that the candle was defective and/or unreasonably dangerous;

d) Failing to properly and/or adequately manufacture the candle;

e) Failing to properly and/or adequately inspect the candle;

f) Failing to properly and/or adequately design the candle;

g) Failing to provide, establish and/or follow proper and/or adequate quality control methods in the providing of the candle;

h) Failing to disclose to the plaintiff, that the candle was defectively and/or unreasonably prepared thereby making the product dangerous to use;

i) Failing to exercise reasonable care in the manufacturing, designing and/or selling the candle;

j) Res Ipsa Loquitur;

k) Engaging in activities that caused the candle to break, explode and/or ignite.

113. As a direct and proximate result of the careless and negligent conduct as aforesaid, plaintiff has suffered the injuries and damages more fully set forth above.

WHEREFORE, Plaintiff demands judgment in his favor and against the defendant, in an amount in excess of Fifty Thousand Dollars (\$ 50,000.00) together with costs, interest and other relief as is proper and just. Said amount is in excess of this jurisdictions compulsory arbitration limits.

COUNT XXIV
PLAINTIFF MICHALE MASTRO vs. DEFENDANT D8
NEGLIGENCE

114. Plaintiff incorporates paragraphs (1-113) as though set forth at length herein.

115. The defendant is vicariously liable for the acts and/or omissions of its agents, servants, workmen and/or employees under the doctrine of respondeat superior.

116. All the resultant losses, damages, and injuries sustained by plaintiff, as set forth above, were directly and proximately caused by the careless and negligent conduct of the defendant in the following manner:

- a) Failing to properly and/or adequately warn the plaintiff of the dangerous condition of the candle;
- b) Failing to properly and/or adequately train and/or monitor and/or control its employees;

- c) Failing to disclose to the plaintiff that the candle was defective and/or unreasonably dangerous;
- d) Failing to properly and/or adequately manufacture the candle;
- e) Failing to properly and/or adequately inspect the candle;
- f) Failing to properly and/or adequately design the candle;
- g) Failing to provide, establish and/or follow proper and/or adequate quality control methods in the providing of the candle;
- h) Failing to disclose to the plaintiff, that the candle was defectively and/or unreasonably prepared thereby making the product dangerous to use;
- i) Failing to exercise reasonable care in the manufacturing, designing and/or selling the candle;
- j) Res Ipsa Loquitur;
- k) Engaging in activities that caused the candle to break, explode and/or ignite.


117. As a direct and proximate result of the careless and negligent conduct as aforesaid, plaintiff has suffered the injuries and damages more fully set forth above.

WHEREFORE, Plaintiff demands judgment in his favor and against the defendant, in an amount in excess of Fifty Thousand Dollars (\$ 50,000.00) together with costs, interest and other

VERIFICATION

I am the PLAINTIFF in this action and verify that the statements made in the foregoing pleading are true and correct to the best of my knowledge, information and belief and I understand that the statement made therein are subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities

DATE: _____

ⓧ  _____